

**VOLUNTARY CLEANUP CONTRACT  
17-6378-NRP**

**IN THE MATTER OF  
SCE&G FLEET MAINTENANCE SITE-PARCEL A, RICHLAND COUNTY  
and  
KB HUGER, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and KB Huger, LLC with respect to the Property located at 1409 Huger Street, Columbia, South Carolina. The Property includes approximately 5.88 acres identified by Tax Map Serial Numbers 09009-13-01 and 08912-13-01. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of December 29, 2015, and any amendments thereto, by KB Huger, LLC, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

**DEFINITIONS**

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "KB Huger" means KB Huger, LLC.
- B. "Beneficiaries" means KB Huger's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of KB Huger or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the

environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Columbia Electric Street Railway, Light & Power Company	1911 to 1925
Broad River Power Company	1925 to 1937
South Carolina Electric and Gas Company	1937 to Present

- B. Property and Surrounding Areas: The Property is located in an urban area near downtown Columbia, South Carolina with a mix of residential, commercial and undeveloped properties. The Property is bounded to the north by Hampton Street with commercial, residential and undeveloped property beyond, to the east by Huger Street with commercial property beyond, to the south by Washington Street

with undeveloped property beyond, and to the west by Williams Street with commercial property beyond.

C. Property History: The Phase I Environmental Assessment submitted in support of the December 29, 2015 VCC Application (dated December 22, 2015 prepared by Apex Companies, LLC) reports that the Property was developed with a manufactured gas plant (MGP) that operated from approximately 1906 through 1954. Components of MGP operations on the Property included three above-grade gas holders, tar tanks, pressure vessels, and purifiers. Sometime after 1954 when MGP operations ceased, the Property was brought to current grade and used for a bus transit and maintenance facility by South Carolina Electric and Gas Company (SCE&G). SCE&G operated gasoline, diesel and waste oil underground storage tanks (USTs) during their operation of the bus transit and maintenance facility. In 2002 Columbia Area Regional Transit Authority (CARTA) assumed operation of the bus transit facility and utilized above ground storage tanks (ASTs). CARTA and the bus transit and maintenance facility vacated the Property in 2008.

D. Investigations / Reports: SCE&G began investigation of environmental impacts on the Property in approximately 1995. In 2002, SCE&G and the Department entered into Voluntary Cleanup Contract 02-5295-RP for the former MGP Site which includes former MGP property identified as Parcels A, B, and C. The Property addressed by this Contract is limited to Parcel A.

Since entering into VCC 02-5295-RP, SCE&G conducted several soil and groundwater sampling investigations which are reported in the Final Draft Remedial Investigation Report for Parcel A, dated June 4, 2007. After CARTA vacated the Property in 2008, the above grade structures were demolished and SCE&G conducted further evaluation of releases from past MGP and bus transit

and maintenance operations which are reported in the Summary of Supplemental Activities, dated April 21, 2009. The reports identify that MGP operations resulted in subsurface releases of coal tar and other byproducts of MGP operations to soil and groundwater. Releases from the USTs also impacted soil and groundwater on the Property. Primary constituents of concern were identified as benzene, naphthalene and MTBE in groundwater. Non-aqueous phase liquids were identified in soil samples and in test pits. Based on the assessment results, SCE&G proposed a Final Interim Removal Action Work Plan, dated August 7, 2009 to remove former MGP structures, USTs, source material and visually impacted soil in the unsaturated and saturated zones. Removal activities included removal of coal tar from beneath a large diameter storm drain culvert that transects the southeastern corner of the Property and replacement of a 200-foot portion of the storm drain culvert. Removal activities did not extend to the southeastern portion of the Property beyond the storm drain culvert based on previous assessment results. Between 2009 and 2011 SCE&G removed approximately 125,000 tons of MGP impacted soil and debris to depths ranging from 2 to 29 feet below land surface. After removal of visually impacted material, soil samples were collected from the base of some excavations. Results identified concentrations of polynuclear aromatic hydrocarbons (PAHs) at levels above EPA Regional Screening Levels for Industrial Use in soil remaining within some excavations. Upon completion of each excavation, an orange geotextile demarcation fabric was installed prior to backfilling the excavations with either visually unimpacted soil from the Property or clean soil from an offsite location. The soil was compacted, graded, and covered with a compacted layer of stone. Documentation of the removal action is reported in the Interim Removal Action Report, dated February 2013.

SCE&G is continuing to monitor groundwater quality on the Property. A Soil Management Plan (SMP) (dated May 27, 2015) has been prepared for potential

future users of the Property to ensure safe and appropriate management of contaminated soil and groundwater remaining on the Property in the event they are encountered during future development of the Property. SCE&G has entered into a Declaration of Covenants and Restrictions for the Property which is enclosed as Appendix B of this Contract.

SCE&G conducted a limited soil gas assessment for benzene on the Property in 2016. Results of this assessment (Soil Gas Sampling Results, dated March 14, 2016, prepared by Apex Companies, LLC) identified benzene in soil gas at a concentration above the screening level identified in the vapor intrusion screening levels (VISL) calculator. This report also presents results of a modified Johnson and Ettinger Model used to evaluate the soil gas benzene concentrations using some site specific model parameters. The model results indicate that the soil gas benzene concentrations do not pose a threat to indoor air for commercial use of the Property.

The Phase I Environmental Site Assessment for the Property identifies two Recognized Environmental Conditions as follows: 1) Soil and groundwater impacts on the Property and groundwater impacts on adjacent property, and 2) Potential vapor migration issue for Property due to soil and groundwater impacts.

E. Applicant Identification: KB Huger is a State of South Carolina limited liability company with its principal place of business located at 2743 Perimeter Parkway, Building 100, Suite 370, Augusta, GA 30909.

F. Proposed Redevelopment: KB Huger will acquire the Property and intends to redevelop it for mixed uses to include retail and apartments.

## CERTIFICATIONS

3. KB Huger has certified upon application that: 1) KB Huger is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to existing contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

#### RESPONSE ACTION

4. KB Huger agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by KB Huger, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by KB Huger, or its designee in accordance with the schedule provided in the initial Work Plan. KB Huger acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. KB Huger agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, KB Huger may seek an amendment of this Contract to clarify its further responsibilities. KB Huger shall perform all actions required by this Contract, and any related actions of KB Huger's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

##### A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in

.pdf format).

- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). KB Huger shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
  - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
  - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
  - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
    - i. the full EPA Target Analyte List (TAL);
      - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
    - ii. the full EPA Target Compound List (TCL);
      - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
      - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
      - iii). EPA Target Compound List Pesticides (TCL-Pesticides);



- iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of KB Huger's consulting firm(s), analytical laboratories, and KB Huger's contact person for matters relating to this Contract and the Work Plan.
  - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.
  - b). KB Huger shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify KB Huger in writing of approvals or deficiencies in the Work Plan.
- 8). KB Huger, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). KB Huger shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). KB Huger shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of

any samples if desired.

- 11). KB Huger shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. KB Huger shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

#### B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

#### C. Assess Waste Materials and Segregated Sources:

- 1). KB Huger shall characterize for disposal any Waste Materials and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, KB Huger shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). KB Huger shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. KB Huger shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). KB Huger shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). KB Huger shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to KB Huger, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). KB Huger shall collect and analyze a minimum of sixteen (16) soil samples from twelve (12) locations on the Property. KB Huger shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations unless otherwise specified below:
  - a). Surface and subsurface soil samples shall be collected from four locations within the southeastern portion of the Property which was not included in the removal action conducted by SCE&G.
  - b). Surface soil samples shall be collected from eight locations spaced on a

grid within the remaining portion of the Property.

- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Surface soil samples located beneath pavement also shall be analyzed for VOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Evaluate and control potential impacts to indoor air:

- 1). KB Huger shall further evaluate potential impacts to indoor air based on documented groundwater quality and soil gas results indicative of a potential for impact to indoor air quality based on the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- 2). KB Huger shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
  - a). KB Huger's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
  - b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens.
  - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the EPA

OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.

- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for occupational exposure (40 hours/week, 50 weeks/year, 25 years) or residential exposure as applicable, KB Huger shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, KB Huger shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.G of this Contract.
- 4). The Department may allow KB Huger to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.G of this Contract.

G. Institute reasonable Contamination control measures:

- 1). KB Huger shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
  - a). KB Huger shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). KB Huger shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent

with the intended future use of the Property.

- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following:
  - i. Groundwater. Groundwater use has been restricted through the existing Declaration of Covenants and Restrictions. Further measures to address existing groundwater contamination shall not be required by this Contract subject to the provisions of Paragraph 4.H and I of this Contract.
- b). KB Huger may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, KB Huger shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include additional land use restrictions in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract.
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a  $10^{-6}$  risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall

include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

- e). Upon completion of any corrective measures, KB Huger shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). KB Huger and their Beneficiaries shall conduct any soil disturbance and associated activities on the Property in accordance with this Contract and the Department approved Soil Management Plan (Apex, May 27, 2015), or an amended plan that has been approved by the Department or its successor agency.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

H. Monitor and/or abandon the monitoring wells:

- 1). KB Huger shall implement a groundwater-monitoring program if required by the Department. Groundwater monitoring being conducted by SCE&G under VCC 02-5295-RP may substantially meet this requirement as provided for in Paragraph 4.I of this Contract.
- 2). Prior to any activities on the Property that could adversely affect any wells on

the Property, KB Huger shall coordinate abandonment (and replacement if necessary) of existing wells associated with ongoing monitoring or remediation activities on the Property.

I. Complete required activities in the event of a Responsible Party default:

- 1). Ongoing Responsible Party activities under VCC 02-5295-RP may substantially satisfy the requirements in sub-paragraphs 4.H (regarding groundwater monitoring). Therefore, it is agreed that response actions completed by SCE&G that meet the conditions of this Contract shall be deemed to satisfy the requirements on KB Huger. The Department shall have sole discretion in determining the adequacy of the Responsible Party's response action towards completing the activities required by this Contract.
- 2). The Department will provide written notification to KB Huger if more than 180 consecutive days elapse without substantial progress, or the Department otherwise determines the Responsible Party activities are inadequate.
- 3). KB Huger shall respond in writing within thirty days to the Department's notification with a work plan for completing the unfulfilled requirements of this Contract.

HEALTH AND SAFETY PLAN

5. KB Huger shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). KB Huger agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by KB Huger.



## PUBLIC PARTICIPATION

6. KB Huger and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a (30) thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by KB Huger.
- B. KB Huger shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than (1) one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
  - 1). The sign(s) will state "Voluntary Cleanup Project by KB Huger, LLC under Voluntary Cleanup Contract 16-6378-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of KB Huger. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
  - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
  - 3). KB Huger shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
  - 4). KB Huger agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
  - 5). KB Huger shall maintain the sign(s) in legible condition and at visible locations

throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.

- 6). The sign(s) may be removed to accommodate building or grading activities; however, KB Huger shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

#### PROGRESS UPDATES

7. KB Huger shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of Work Plan approval and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

#### SCHEDULE

8. KB Huger shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation

of interim measures to stabilize Contamination or prevent unacceptable exposures. KB Huger shall implement the interim measures in accordance with a Department-approved plan.

#### DECLARATION OF COVENANTS AND RESTRICTIONS

9. In 2015, the Department and SCE&G entered into a Declaration of Covenants and Restrictions (2015 Declaration) on the Property that is incorporated into this Contract as Appendix B. KB Huger or its Beneficiaries shall enter, and record, an Amended Declaration of Covenants and Restrictions (Amended Declaration) for the Property if, after completing the response actions pursuant to this Contract, other Contamination is identified above levels acceptable for unrestricted use that is not adequately controlled by the 2015 Declaration. If required, the recorded Amended Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Amended Declaration prior to providing it to KB Huger. An authorized representative of KB Huger or its Beneficiaries shall sign the Amended Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. KB Huger or its Beneficiaries shall record the executed Amended Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. KB Huger or its Beneficiaries shall provide a copy of the recorded Amended Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Amended Declaration has been recorded.

- D. The 2015 Declaration and Amended Declaration (Declarations) shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declarations.
- E. The Declarations shall reserve a right of entry and inspection for KB Huger or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). KB Huger (during its period of ownership) or its Beneficiaries (during each Beneficiaries term of ownership) shall ensure that the restrictions established by the Declarations remain on any subdivided property.
  - 2). KB Huger (during its period of ownership) or its Beneficiaries (during each Beneficiaries term of ownership) shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declarations regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- F. The Declarations shall provide that the Department has an irrevocable right of access to the Property after KB Huger acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- G. KB Huger (during its ownership) or its Beneficiaries (during each Beneficiaries term of ownership), or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declarations to the Department. The report shall be submitted by May 31<sup>st</sup> in a

manner and form prescribed by the Department.

H. The Department may amend the Declarations in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declarations shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

- B. All correspondence and notices to KB Huger shall be submitted to KB Huger's designated contact person who as of the effective date of this Contract shall be:

Mark Senn  
KB Huger, LLC  
2743 Perimeter Parkway, Bldg 100, Ste 370  
Augusta, GA 30909

#### FINANCIAL REIMBURSEMENT

11. KB Huger (during its period of ownership) or its Beneficiaries (during each Beneficiaries term of ownership) shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750-(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to KB Huger on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Mark Senn  
KB Huger, LLC  
2743 Perimeter Parkway, Bldg 100, Ste 370  
Augusta, GA 30909

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice

is grounds for termination of the Contract pursuant to paragraph 16 herein.

- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

#### ACCESS TO THE PROPERTY

- 12. KB Huger agrees the Department has an irrevocable right of access to the Property for environmental response matters after KB Huger acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

#### CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to KB Huger or its Beneficiaries for the Property under this Contract as follows:
  - A. KB Huger or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
  - B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that KB Huger or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.

C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.

- 1). A Provisional Certificate of Completion will include specific performance standards that KB Huger or its Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if KB Huger or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

14. KB Huger (during its term of ownership) or its Beneficiaries (during each Beneficiaries term of ownership) shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. KB Huger shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

#### CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, KB Huger, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:



- A. KB Huger (during its term of ownership) or its Beneficiaries (during each Beneficiaries term of ownership) shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. KB Huger and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, KB Huger or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
- 1). Is not a Responsible Party for the Site;
  - 2). Has sufficient resources to complete the activities of this Contract;
  - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
  - 4). Will assume the protections and all obligations of this Contract; and,
  - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, KB Huger or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date

of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

#### CONTRACT TERMINATION

16. KB Huger, its Beneficiaries (during each Beneficiaries term of ownership), and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide KB Huger or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
  - 1). Failure to complete the terms and conditions of this Contract;
  - 2). Change in KB Huger's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
  - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
  - 4). Failure of KB Huger or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by KB Huger or its Beneficiaries;

- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
  - 6). Failure by KB Huger or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
  - 7). Failure by KB Huger or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of KB Huger's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should KB Huger or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by KB Huger or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of KB Huger or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party

who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. KB Huger and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue KB Huger and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by KB Huger or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by KB Huger or its Beneficiaries. The Department retains all rights under State and Federal laws to compel KB Huger and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by KB Huger or its Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than KB Huger and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than KB Huger and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY KB HUGER

19. KB Huger retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. KB Huger and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, KB Huger and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. KB Huger (during its term of ownership) and its Beneficiaries (during each Beneficiaries term of ownership) shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by KB Huger or its Beneficiaries. KB Huger and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY KB HUGER AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, KB Huger and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

**[Remainder of page left blank]**

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**KB HUGER, LLC**

BY:

DATE:

\_\_\_\_\_  
*Mark Senn*

\_\_\_\_\_  
6/7/17

\_\_\_\_\_  
*Mark Senn, Authorized Signatory*  
Printed Name and Title

# APPENDIX A

KB Huger

Application for Non-Responsible Party Voluntary Cleanup Contract

December 29, 2015





## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)  
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name KB Huger, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

Mr. Mark Senn Authorized Agent mark.senn@seda.company

Name	Title	Email
2743 Perimeter Parkway, Bldg. 100, Ste 370	706-854-6714	
Address	Phone1	Phone2
Augusta	GA	30909
City	State	Zip

##### b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

#### 5. Physical Location of Applicant's Headquarters

2743 Perimeter Parkway Building 100, Suite 370

Street address	GA	Suite Number
Augusta		30909
City	State	Zip

#### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip Email

#### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Mr. Mark Senn-50%

MPR Consultants, Inc.-50%

RECEIVED

DEC 29 2015

SITE ASSESSMENT  
REMEDIATION &  
REVITALIZATION

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?  
☐ Yes ☒ No

d. If yes, identify all affiliations:

#### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

## II. Property Information

9. Location

a. Physical Address 1409 Huger Street (Parcel A)

b. County Richland

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Columbia  
(town/city)

10. List any Companies or Site names by which the Property is known

SCE&G

Huger Street Former MGP Site (Parcel A)

11. Total Size of Property Covered by this Contract 5.88 Acres

12. How many parcels comprise the Property? Two

13. Current Zoning (general description)

Commercial/Industrial

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 09009-13-01  
b. Acreage 4.05  
c. Current Owner SCE&G  
d. Owner Mailing Address 220 Operation Way,  
Mail Code D112  
Cayce, SC 29033  
e. Contact Person for Access Ray M. Nix  
f. Access Person's Phone # 803-255-9369  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☒ None  
(check all that apply) ☐ Demolished/Ruins  
☒ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 2008  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# 08912-13-01  
b. Acreage 1.83  
c. Current Owner SCE&G  
d. Owner Mailing Address 220 Operation Way,  
Mail Code D112  
Cayce, SC 29033  
e. Contact Person for Access Ray M. Nix  
f. Access Person's Phone # 803-255-9369  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☒ None  
(check all that apply) ☐ Demolished/Ruins  
☒ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 2008  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:

(attach additional sheets if necessary)

Mixed use with retail and apartments

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No

b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number Unknown

☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown

20. a. Will there be Intangible benefits from this redevelopment such as:

☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development

☐ Creation / Preservation of Green Space on the Property

☐ Deconstruction/ Recycling of demolition or building debris

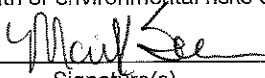
☐ Other Unknown

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property May / 31 / 2015

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

  
Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

Apex Companies, LLC

Company

1600 Commerce Circle

Trafford

PA 15085

Address

City

State

Zip

Rusty Contrael

n/a

412-829-9650

rcontrael@apexcscos.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Mark A. Ferlin

PG SC Reg #2332

412-829-9650

mferlin@apexcscos.com

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

## 24. Legal Counsel (Optional)

Morris, Manning &amp; Martin, LLP

Firm

Heather T. Friedman

404-233-7000

404-504-7781

Attorney

Phone1

Phone 2

3343 Peachtree Road, NE, Suite 1600

Atlanta

GA

30326

hfriedman@mmmlaw+

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

## 26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

  
 Signatures

## V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Apex Companies, LLC

(Name of Environmental Firm)

☐ Older report updated in the past six months by \_\_\_\_\_

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☒ The Applicant believes the Department already has all environmental data in its files on: 02-5295-RP☐ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

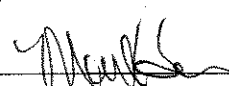
☒ Enclosed with this Application as an Attachment

Existing owner entered into a RP

☐ Will be submitted along with (or before) the signed contract VCC (02-5295-RP). Contact information is

included in #15 of this VCC application.

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

  
 Signature(s)

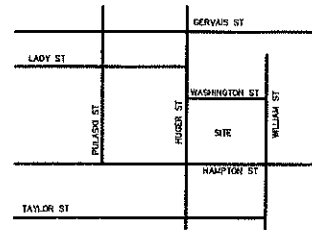
## This Section for Department Use Only

Assigned File Name	3CE+G Columbia Fleet Maintenance	
Eligible for NRP Contract	Y N	
Assigned File Number	52561	
Assigned Contract Number		

# EXHIBIT A

## NOTIFICATION:

You are hereby advised that you are required to provide water and/or sewer services to any new lots created as a result of this subdivision at no cost to the City of Columbia.

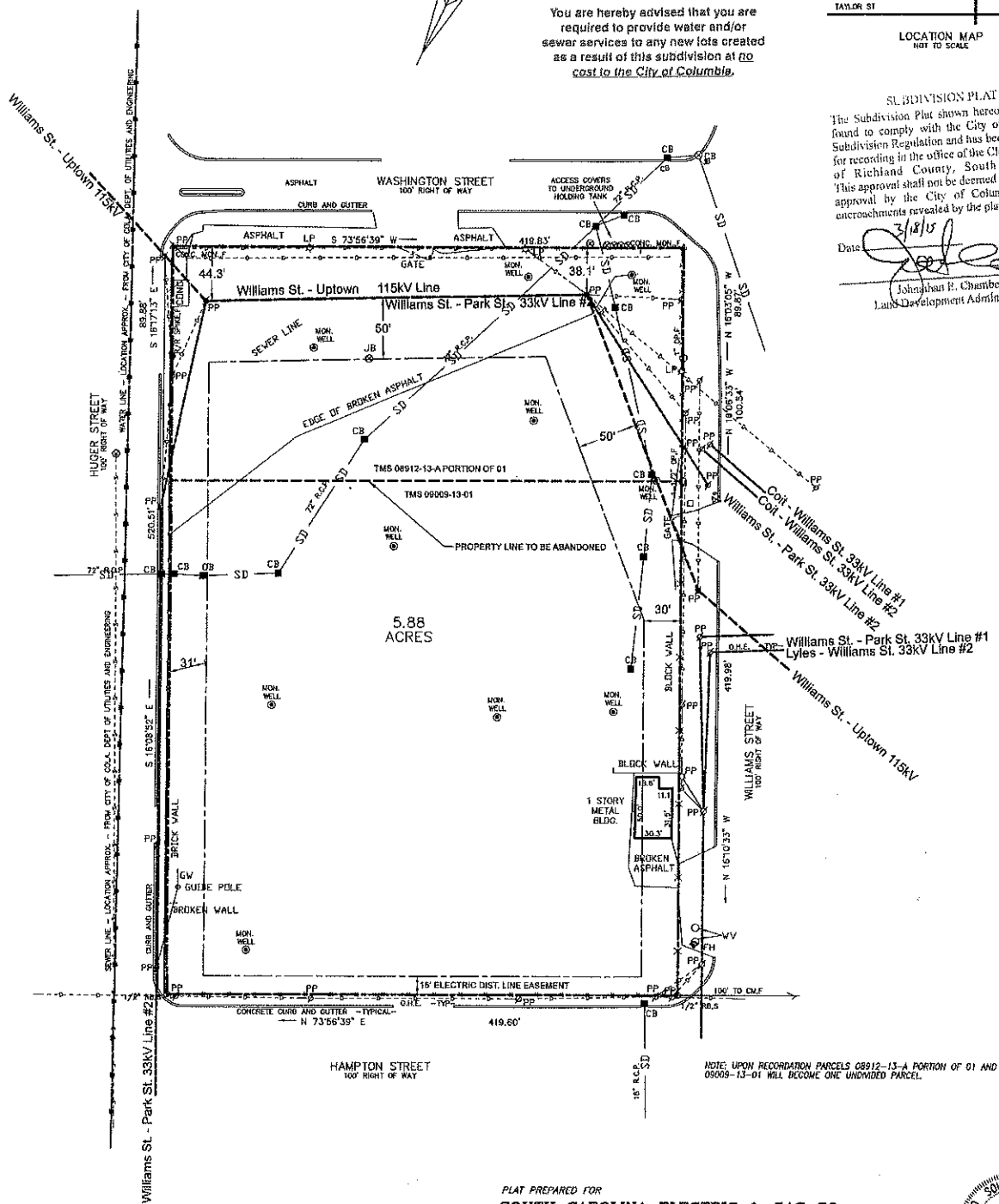


## SUBDIVISION PLAT

The Subdivision Plat shown hereon has been found to comply with the City of Columbia Subdivision Regulation and has been approved for recording in the office of the Clerk of Court of Richland County, South Carolina. This approval shall not be deemed to constitute approval by the City of Columbia of the encroachments revealed by the plat.

Date

3/18/15  
Johnathan E. Chambers  
Land Development Administrator



PLAT PREPARED FOR

**SOUTH CAROLINA ELECTRIC & GAS CO.**

SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

SCALE: 1" = 60'



DATE: AUG. 22, 2014

SEE REVISIONS

## REFERENCES:

1. RICHLAND COUNTY TAX MAP SHEET NO. 09008-13-01 & 0912-13-A PORTION OF 01.
2. PLAT PREPARED BY ASSOCIATED E & S FOR SCE&G CO. DATED OCT. 15, 1997.

## CERTIFICATION:

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

LARRY W. SMITH, S.C., P.L.S. NO. 3724

**ASSOCIATED E & S, INC.**

800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA 29169 - PH. 791-1550

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP AND FOUND THAT THE PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON PANEL NO. 450172 0034 N, MAP NO. 45078C0034 N, DATED FEB. 20, 2002.

REVISED SEPT. 9, 2014 TO SHOW DISTRIBUTION LINE EASEMENTS.

REVISED MARCH 12, 2015 TO ADD PROPERTY LINE TO BE ABANDONED, AND UNDIVIDED PARCEL NOTE.



# APPENDIX B

## Declaration of Covenants and Restrictions





following restrictions, which shall touch and concern and run with the title to the Property.

1. The Property shall not be used for the following purposes: ground floor residential dwellings, ground floor child day care or ground floor elder care facilities, or agricultural crop uses.
2. Groundwater beneath the Property may not be used for drinking or irrigation purposes without prior approval from the Department or its successor agency.
3. The disturbance and handling of soil on the Property shall be in compliance with the Soil Management Plan dated May 2015, submitted to the Department on May 27, 2015, and as may be amended and approved by the Department or its successor agency.
4. The Department or its successor agency, and all other parties performing response actions under the Department's oversight, and SCE&G, shall have an irrevocable right of access to perform and oversee response actions conducted on the Property, not including buildings, upon reasonable notice to SCE&G, its successors and assigns, or, in the event ownership of the Property is transferred, the new owner.
5. The covenants and restrictions set forth herein shall run with the title to the Property and shall be binding upon SCE&G, its successors and assigns, or, in the event ownership of the Property is transferred, the new owner. SCE&G, its successors and assigns, or, in the event ownership of the Property is transferred, the new owner, shall include the following notice on all deeds, mortgages, plats, or any legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these covenants):

NOTICE: This Property is Subject to Declaration of Covenants and Restrictions recorded on the \_\_\_\_ day of June 2015, at Book \_\_\_\_\_ Page \_\_\_\_\_, in the Office of the Register of Deeds for Richland County, and any subsequent Amendments recorded thereto.

6. SCE&G, its successors and assigns, or, in the event ownership of the Property is transferred, the new owner, shall submit to the Department a statement of maintenance of the covenants and restrictions as set forth above on or before May 31<sup>st</sup> of every year.

7. This Declaration shall remain in place until such time as the Department has made a written determination that the covenants and restrictions set forth herein are no longer necessary. This Declaration shall not be amended without the written consent of the Department or its successor agency.
8. This Declaration only applies to the Property expressly identified in Exhibit A and does not impair the Department's authority with respect to the Property or other real property under the control of SCE&G.

[SIGNATURES TO FOLLOW]

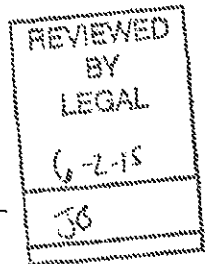
IN WITNESS WHEREOF, SCE&G has caused this instrument to be executed as of the date first above written.

Signed, sealed and delivered  
In the presence of:

Ray M. Liff  
Judy Evanco

**SOUTH CAROLINA ELECTRIC & GAS  
COMPANY**

By: Barry McDonald  
Name: Barry McDonald  
Its: General Manager



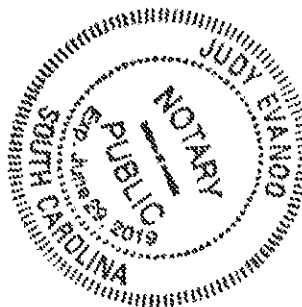
**STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )**

**ACKNOWLEDGEMENT**

I, Judy Evanco, a Notary Public for said County and State, do hereby certify that Barry McDonald personally came before me this day and acknowledged that s/he is the Gen. Mgr. of **South Carolina Electric & Gas Company**, a South Carolina corporation, and s/he, being authorized to do so, executed the foregoing Declaration as her/his own act and deed on behalf of **South Carolina Electric & Gas Company**.

WITNESS my hand and official Notarial Seal, this 5<sup>th</sup> day of June 2015.

Judy Evanco  
Notary Public for South Carolina  
My Commission Expires:  
06/29/19



IN WITNESS WHEREOF, the Department has caused this instrument to be executed as of the date first above written.

Signed, sealed, and  
delivered in the  
presence of:

South Carolina Department of Health and  
Environmental Control

Barbara L. Kennedy  
Ackan Laga

By:

Daphne G. Neel  
Daphne G. Neel, Chief  
Bureau of Land and Waste Management,  
Environmental Quality Control

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGEMENT

COUNTY OF RICHLAND )

)

I, Donna H. Noye, a Notary Public for said County and State, do hereby certify that Daphne G. Neel, Chief of the Bureau Land and Waste Management in the South Carolina Department of Health and Environmental Control, personally appeared before me this day and acknowledged the due execution of the foregoing Declaration.

WITNESS my hand and official Notarial Seal, this 10th day of June 2015.

Donna H. Noye  
Notary Public for South Carolina  
My Commission Expires:  
May 13, 2021

**EXHIBIT A**  
**DESCRIPTION OF THE REAL PROPERTY SUBJECT OF THE**  
**DECLARATION**

ALL THAT CERTAIN REAL PROPERTY LOCATED AT 1409 HUGER STREET, COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA, CONTAINING APPROXIMATELY 5.88 ACRES, MORE OR LESS, AS SHOWN ON THAT CERTAIN PLAT PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS CO. BY ASSOCIATED E & S, INC. DATED AUGUST 22, 2014, AND LAST REVISED ON MARCH 15, 2015, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA IN PLAT BOOK 2013, AT PAGE 2860, ON MARCH 23, 2015, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A-1.

SOUTH CAROLIA ELECTRIC & GAS CO.  
 NO. 1 - 01  
 DATE: MAR. 22, 1914  
 ENGINEER: S. S. HILL